

Beijing Morning Solar Ltd

PHOTOVOLTAIC MODULE LIMITED WARRANTY

1. Limited product warranty

Beijing Morning Solar Ltd. warrants to the first consumer purchaser that this MorningSolar brand product, when shipped in its original container, will be free from defects in materials and workmanship under normal application, installation, usage and service conditions. If the solar modules fail to conform to this warranty, then for a period ending twenty-four (24) months from the date of sale to the first consumer, MorningSolar will, at its option, either repair the defect or replace the defective product or refund the purchase price as paid by the first consumer. The replacement or refund shall be the sole and exclusive remedy provided under the limited product warranty and shall not extend beyond the twenty-four (24) months period set forth herein. This limited product warranty does not warrant a specific power output, which shall be exclusively covered under clause 2 hereinafter(Limited peak power warranty)

2. Limited peak power warranty

The period of guarantee with respect to power output continues for a total of 25 years from the date of sale to the first consumer, the first 10 years at 90% rated power at Standard Test Conditions (STC) and balance of 15 years at 80% rated power at STC.

3. Exclusions and limitations

A. Warranty claims must in any event be filed within the applicable Warranty period.

B. The Limited Warranties do not apply to any PV-modules which in MorningSolar 's absolute judgement have been subjected to:

- misuse, abuse, neglect or accident;
- alteration, improper installation or application;
- non-observance of MorningSolar 's installation-users and maintenance instructions;
- repair or modifications by someone other than an approved service technician of MorningSolar;
- power failure surges, lightning, flood, fire, accidental breakage or other events outside MorningSolar 's control.

C. The Limited Warranties do not cover any transportation costs for return of the PV-modules, or for the reshipment of any repaired or replaced PV-modules, or cost associated with installation, removal or reinstallation of the PV-modules.

D. When used in non-land based applications the Limited Peak Power Warranty, applying to any of the PV-modules shall be limited to ten (10) years as per the provisions of clause 2 hereof.

E. Warranty claims will not be honoured if the type or serial number of the PV-modules have been altered, removed or made illegible.

4. Limitation of Warranty Scope

THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES; INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF MORNINGSOLAR, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING SIGNED

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AND APPROVED BY MORNINGSOLAR. MORNINGSOLAR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE MODULE, OR FROM USE OR INSTALLATION. UNDER NO CIRCUMSTANCES SHALL MORNINGSOLAR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, HOWSOEVER CAUSED. LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES ARE THEREFORE SPECIFICALLY BUT WITHOUT LIMITATION EXCLUDED. MORNINGSOLAR'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE AS PAID BY THE CUSTOMER, FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH IS THE SUBJECT OF CLAIM OR DISPUTE.

5. Obtaining Warranty Performance

If the Customer feels he/she has a justified claim covered by this Limited Warranty, he/she must immediately notify the (a) dealer, who sold the PV-modules, or (b) any authorised MORNINGSOLAR distributor, of the claim in writing, or (c) send such notification to Shanghai MorningSolar Ltd. (1000 Jinhai Road, Fengxian District, Shanghai, China). Together with the notification Customer should enclose evidence of the date of sale on which the Solar Products have been purchased. If applicable, Customer's dealer or distributor will give advice on handling the claim. If further assistance is required, Customer is invited to write MORNINGSOLAR for instructions. The return of any PV-modules will not be accepted unless prior written authorisation has been given by MORNINGSOLAR.

6. Severability

If a part, provision or clause of this Limited Warranty, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave all other parts, provisions, clauses or applications of the Limited Warranty, and to this end such other parts, provisions, clauses or applications of this Limited Warranty shall be treated as severable.

7. Disputes

No action, regardless of form, arising out of or in any way connected with this Limited Warranty, may be brought by the Customer more than one (1) year after the cause of action has accrued.

8. Various

The repair or replacement of the PV-modules or the supply of additional PV-modules, does not cause the beginning of new warranty terms, nor shall the original terms of this Limited Warranty be extended. Any replaced PV-modules shall become the property of MORNINGSOLAR. MORNINGSOLAR has the right to deliver another type of PV-module (different in size, colour, shape and/or power) in case MORNINGSOLAR discontinued producing the PV-module in question at the time of the claim. In the event that any of the PV-modules purchased by the Customer are not listed in this Limited Warranty, the Customer should contact MORNINGSOLAR for further information regarding the applicable warranties, if any.

9. Force Majeure

MORNINGSOLAR shall not be in any way be responsible or liable to the Customer or any

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third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to acts of God, war, riots, strikes, unavailability of suitable and sufficient labour, material, die, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the PV modules or the claim.

1 *“Peak Power” is the power in watt peak that a PV-module generates in its maximum power point. “STC” are as follows (a) light spectrum of AM 1.5, (b) an irradiation of 1,000 W per m² and (c) a cell temperature of 25 degrees Centigrade. The measurements are carried out in accordance with IEC60904 as **tested at the junction box terminals** per the calibration **and testing standards** of MORNINGSOLAR valid at the date of manufacture of the PV-modules. MORNINGSOLAR’s calibration standards shall be in compliance with the standards applied by international institutions accredited for this purpose.*